

## **Categorical Exclusion Documentation Format for Actions Other Than Hazardous Fuels and Fire Rehabilitation Actions**

**Project Name:** NEPA Number DOI-BLM-AZ-C010-2011-0014-CX

BLM Office: Kingman Field Office

Lease/Serial/Case File No.: \_\_\_\_\_

### **A. Background -**

Michael Tarr , permittee of record, wants to transfer his grazing permit to Doak and Connie Gist. It will include all of the base property and waters. These base properties provide control of the Greenwood Community allotment within the BLM Kingman Field Office for grazing purposes.

### **Proposed Action Title/Type:**

Allotment transfer from Michael Tarr to Harold and Connie Gist.

### **Location of Proposed Action:**

T24-25N., R15W

### **Description of Proposed Action:**

The BLM-KFO would authorize the Greenwood Community allotment grazing transfer. This transfer of grazing privileges will be with the same terms and conditions found within the current permit.

### **B. Land Use Plan Conformance**

Land Use Plan Name: Kingman Resource Management Plan/EIS

Date Approved/Amended: March 1995

The proposed action is in conformance with the applicable LUP because it is specifically provided for in the following LUP decision(s):

- |          |   |
|----------|---|
| GM01     | Management of rangeland resources will be guided by the Cerbat/Black Mountains (1978) and Hualapai Aquarius (1981) grazing environmental impact statements and range program summaries (RMP, page 24). The objectives for the rangeland management program are listed in the Cerbat/Black Mountains (1978) and Hualapai Aquarius (1981) grazing environmental impact statements (RMP, Page 39). |
| GM-24/II | Manage 25 allotments in the Improve (I) category (RPS 1983); In the RMP page 462 24 allotments are listed in the I category.  |

### **C: Compliance with NEPA:**

Grazing Allotment Transfer/Greenwood Community DOI-BLM-AZ-C010-2011-0014-CX

This Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, D. Rangeland Management (1) Approval or transfers of grazing preference.

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The proposed action has been reviewed (See Attachment 1), and none of the extraordinary circumstances described in 516 DM 2 apply.

I considered the plan conformance and NEPA compliance record and have determined that the proposed project is in conformance with the approved land use plan, and none of the exceptions described in 516 DM 2, Appendix 2 apply, and no further environmental analysis is required.

**D: Authorizing Official**

Name: / s / Don McClure Date: 4/04/2011

Title: Assistant Field Manager

**E. Contact Person**

For additional information concerning this CX review, contact David Brock, Rangeland Management Specialist (928-718-3715) at the Kingman Field Office located at 2755 Mission Blvd, Kingman, Arizona, 86401.

## Attachment 1: Extraordinary Circumstances Review

Extraordinary Circumstances	Comment (Yes or No with supporting Rationale)
1. Have significant effects on public health or safety.	No
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988) national monuments; migratory birds; and other ecologically significant or critical areas.	No, the grazing transfer is a name change only, with the same terms and conditions found within the current permit. The grazing season for the allotment will remain the same.
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].	No
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.	No
5. Establishes a precedent for future action or represents a decision in principle about future actions with significant environmental effects.	No
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.	No
7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by either the bureau or office.	No
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.	No
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.	No
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).	No
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).	No
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).	No

## Approval and Decision

### Attachment 2

**Compliance and assignment of responsibility:** (Range Program, David Brock)

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**Monitoring and assignment of responsibility:** (Range Program, David Brock)

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**Review:** *We have determined that the proposal is in accordance with the categorical exclusion criteria and that it would not involve any significant environmental effects. Therefore, it is categorically excluded from further environmental review.*

**Prepared by:**       / s / David Brock       **Date:**   4/04/2011  

*David Brock, Rangeland Mgt.  
Specialist*

**Project Lead**

**Reviewed by:**       / s / David Brock       **Date:**   4/04/2011  

*David Brock*

**NEPA Coordinator**

**Reviewed by:**       / s / Don  
McClure       **Date:**   4/04/2011  

*Don McClure, Assistant Field  
Manager*  
**Supervisor**

**Project Description:** The BLM-KFO will authorize the Greenwood Community allotment grazing transfer. This transfer of grazing privileges will be with the same terms and conditions found within the current permit.

**Decision:** Based on a review of the project described above and field office staff recommendations, I have determined that the project is in conformance with the land use plan and is categorically excluded from further environmental analysis. It is my decision to approve the action as proposed, with the following stipulations (if applicable).

**Approved By:**       / s / Don McClure       **Date:**   4/04/2011  

**Don McClure, Assistant  
Field Manager, Kingman Field Office**

- 1) **Exhibits: Stipulations:** This grazing transfer will contain the same terms and conditions as the current permit and the grazing season will remain the same.

## GRAZING LEASE

This agreement, a contract, sets forth the terms as a binding agreement between the lessee, Harold Gist, and the leaser Michael Tarr, executed on this day Feb. 2 2011.

The following terms are set forth:

1. The purpose of this contract permits the lessee, Harold Gist exclusive use of the public land authorized by leaser Michael Tarr, for the purpose of grazing of livestock.
2. The grazing contract shall start on March 1, 2011 and end on February 28, 2016 when contract can or might be renegotiated.
3. This agreement shall be renewable every 5 years if both parties agree.
4. All repairs to fence lines and waters will be the responsibility and expense of the (lessee) after the contract period begins for this contract period.
5. Any future improvements to the grazing unit shall be at the expense of the leaser. Prior negotiations will take place before any improvements to the land are implemented between the landowner and the leaser. If leaser is not reimbursed for improvements above the leaser has 90 days to remove all improvements from the leased land.
6. The above terms has been reviewed and are in mutual agreement between both the lessee and the leaser on this date \_\_\_\_\_.

Lessee: / s / Harold Gist Date: 2/2/2011  
Harold Gist

Leaser: / s / Michael Tarr Date: 2/2/2011  
Michael Tarr